



CALVIN C. REMINGTON
Interim Chief Probation Officer

**COUNTY OF LOS ANGELES
PROBATION DEPARTMENT**

9150 EAST IMPERIAL HIGHWAY
DOWNEY, CALIFORNIA 90242
(562) 940-2501



May 31, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

53 May 31, 2016

Lori Glasgow
LORI GLASGOW
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF A SOLE SOURCE CONTRACT WITH
JUSTICE BENEFITS, INCORPORATED TO IMPLEMENT A
TITLE IV-E RANDOM MOMENT SAMPLING TIME KEEPING SYSTEM FOR THE COUNTY OF
LOS ANGELES PROBATION DEPARTMENT
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Approval of a sole source contract with Justice Benefits, Incorporated (JBI) to assist the County of Los Angeles Probation Department (Probation) in maximizing federal revenue reimbursement by implementing a Title IV-E Random Moment Sampling (RMS) time keeping system.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair to sign the attached sole source contract (Attachment I) with JBI for a twelve (12) month term at a maximum amount of \$600,000, effective upon Board approval.
2. Delegate authority to the Interim Chief Probation Officer to prepare and execute contract amendments to extend the contract term for up to four (4) additional twelve (12) month periods at an annual amount not to exceed \$600,000, upon approval as to form by County Counsel.
3. Delegate authority to the Interim Chief Probation Officer to prepare and execute amendments to the contract for any decrease or increase not to exceed ten percent (10%) of the contract fees and/or one hundred eighty (180) days to the period of performance pursuant to the terms of the contract, upon approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to obtain approval of the attached sole source contract (Attachment I) with JBI to implement a Title IV-E RMS time keeping system which includes, providing staff training, developing rigorous audit documentation, monitoring time certification, and working with the Title IV-E administering agency, California Department of Social Services (CDSS) to ensure compliance with state and local Title IV-E guidelines and procedures and maximize federal reimbursement.

On September 2013, the Department of Health and Human Services, Federal Administration for Children and Families (DHHS-ACF) - Children's Bureau Regional Office conducted a review to determine how California Probation Departments identify a candidate for foster care, determine and document eligibility, and make claims for Title IV-E program reimbursement. DHHS-ACF reviewed San Mateo and Sacramento counties and identified systematic issues with process and supporting documentation of Title IV-E administrative claims related to candidates for foster care. It was noted that while there were instructions on how to claim cost associated with this population, there were no policies and procedures in place at the state and local level to guide the practice of distinguishing between those cases that may meet the candidate for foster care criteria and other in-home cases. As a result, probation departments were claiming activities associated with all in-home cases to the Title IV-E Program, which was not permissible. This review resulted in suspension of Title IV-E claiming for California probation departments until deficiencies were successfully addressed. The Chief Probation Officer of California (CPOC) worked with CDSS to prepare a corrective action plan, requiring all probation staff to be trained on revised Title IV-E guidelines. Subsequently, CPOC collaborated with JBI to define a consistent and complete Title IV-E Administrative Claiming process that has been adopted by 29 counties throughout the State since 2014.

Currently, Probation has implemented the corrective action plan internally and is updating documentation methods to meet State and Federal guidelines. However, CDSS recent review of Probation's time study methods and supporting documentation suggests that Probation should strengthen its current best practice. CDSS wants to ensure that Probation can reflect child-level case management activities and service provision on the quarterly Title IV-E claim. Probation's current time study process does not allow for this. In addition, with the renewal of Title IV-E Waiver and new requirements, Probation is not meeting the same levels of revenues as in past years. Under the terms and conditions of the Waiver extension, CDSS changed the claiming instructions for probation departments, which limited the activities that were previously claimable to Title IV-E Waiver pin codes.

JBI's Title-IV RMS time keeping system methodology is currently federally-approved by DHHS-ACF. JBI collaborates with CDSS to provide Title IV-E training to all California counties. As a result, JBI is the only known vendor to provide these specialized services with regards to staff training for documentation of time and submission of claims for Title IV-E federal reimbursement. In addition, through the use of the RMS system, JBI may identify other activities that may result in maximizing revenues while minimizing the risks of federal audit disallowances.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County of Los Angeles Strategic Plan, Goal 1 Operational Effectiveness/Fiscal Sustainability Service Delivery.

FISCAL IMPACT/FINANCING

The maximum annual amount for each twelve (12) month period is \$600,000 and fully funded under Title IV-E.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of this contract shall be effective upon Board approval for a one-year term with the option to extend for an additional four (4) twelve-month periods. There is no departmental employee relations impact since this is not a Proposition A contract. Probation has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contract.

The contract contains the Board's required contract provisions including consideration of qualified county employees targeted for layoffs and GAIN/GROW participants for employment openings and compliance with Jury Services Ordinance, Safely Surrendered Baby law and the Child Support Program.

The County will not request the Contractor to perform services that exceed the Board-approved contract amount, scope of work or contract term.

County Counsel has reviewed and approved the proposed contract as to form.

CONTRACTING PROCESS

The proposed contract is recommended on a sole source basis (Attachment II) due to JBI being the only Title IV-E RMS time keeping system that has been recognized by CDSS as an approved method for documentation of time and submission of claims for Title IV-E.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This contract will enable Probation to ensure it is in compliance with Title IV-E state and local guidelines and procedures and maximize federal revenue reimbursement under Title IV-E.

The Honorable Board of Supervisors

5/31/2016

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Respectfully submitted,

A handwritten signature in black ink that reads "Calvin C. Remington". The signature is written in a cursive style with a horizontal line at the end.

CALVIN C. REMINGTON

Interim Chief Probation Officer

CCR:TH:YT:md

Enclosures

c: Executive Officer
Chief Executive Office
County Counsel



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

JUSTICE BENEFITS, INCORPORATED

FOR

**IMPLEMENTATION OF TITLE IV-E RANDOM MOMENT
SAMPLING TIME KEEPING SYSTEM**

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES**

AND

JUSTICE BENEFITS, INCORPORATED

FOR

**IMPLEMENTATION OF TITLE IV-E RANDOM MOMENT SAMPLING
TIME KEEPING SYSTEM**

This Contract ("Contract") made and entered into this 31st day of May, 2016 by and between the County of Los Angeles, hereinafter referred to as County and Justice Benefits, Incorporated, hereinafter referred to as Contractor. Justice Benefits, Incorporated is located at 1711 E. Beltline Road, Coppell, Texas 75019.

RECITALS

WHEREAS, the County of Los Angeles Probation Department has a need for the Contractor to assist in the implementation of Title IV-E Random Moment Sampling Time Keeping System;

WHEREAS, the County through its Probation Officer, is authorized to contract under California Governmental Code section 31000; and

WHEREAS, the Contractor is duly qualified to engage in the business of providing services as set forth hereunder and warrants that it possesses the licenses, competence, experience, preparation, organization, staffing and facilities to provide services as described in this Contract.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree as follows:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, D, E, F, G, G1, G2, G3, H, I, P, Q, Q1, R, S, T, U, V, W, X and Y are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

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Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work (SOW)
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Intentionally Omitted
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
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- 1.7 EXHIBIT G - Employee's Acknowledgment of Employer
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- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law
- 1.10 EXHIBIT J - Intentionally Omitted
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- 1.12 EXHIBIT L - Intentionally Omitted
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- 1.16 EXHIBIT P - Background Request Forms
- 1.17 EXHIBIT Q - Sexual Harassment Policy
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- 1.18 EXHIBIT R - Defaulted Property Tax Reduction Program/Form
- 1.19 EXHIBIT S - Contract Discrepancy Report
- 1.20 EXHIBIT T - Confidentiality of CORI Information
- 1.21 EXHIBIT U - Performance Requirements Summary (PRS Chart)
- 1.22 EXHIBIT V - Random Moment Time Keeping System (RMS) Implementation
- 1.23 EXHIBIT W - Training
- 1.24 EXHIBIT X - Auditing
- 1.25 EXHIBIT Y - Reporting

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Subparagraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as

used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** This agreement executed between the County and the Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work including in *Exhibit A (Statement of Work)*.
- 2.2 **Contractor:** The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.
- 2.3 **Contractor's Project Director:** Person designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County's Contract Manager:** Person designated by the County with authority for County on contractual or administrative matters relating to this Contract.
- 2.5 **County's Contract Monitor:** Person designated by the County to monitor the Contract and provide reports to the County's Contract Manager and the County's Program Manager.
- 2.6 **County's Program Manager:** Person designated by the County to manage the daily operations under this Contract.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Exhibit A (Statement of Work).
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence upon Board approval and continue for a twelve (12) month period, unless terminated or extended, in whole or in part, as provided in this Contract. Contingent upon available

funding, this Contract may be extended by the Chief Probation Officer and the authorized official of the Contractor, by mutual written agreement, for up to four (4) additional twelve (12) month periods for a maximum total Contract term of five (5) years.

- 4.2 Contingent upon available funding, the term of the Contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written agreement of the Contractor. All terms of the Contract in effect at the time of extending the term shall remain in effect for the duration of the extension.
- 4.3 The County maintains databases that track/monitor the Contractor's performance history. Information entered into such databases may be used for a variety of purposes, including whether the County will exercise a Contract term extension option.
- 4.4 The Contractor shall notify the County of Los Angeles Probation Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. At that time, the Contractor shall send written notification to the County of Los Angeles Probation Department at the address herein provided in Exhibit E (County's Administration).

5.0 CONTRACT SUM

- 5.1 The Contract fee under the terms of this Contract shall be the total monetary amount paid by the County to the Contractor for supplying all services specified under this Contract consistent with *Exhibit B, Pricing Schedule*. The total sum, inclusive of all applicable taxes, is at an annual contract sum not to exceed \$600,000. Notwithstanding said limitation of funds, the Contractor agrees to satisfactorily perform and complete all work specified herein.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.
- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of

this event, the Contractor shall send written notification to Probation Department at the address herein provided in Exhibit E (County's Administration).

5.4 No Payment for Services Provided Following Expiration/Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Schedule), and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted in two (2) paper copies to the following address:

**Budget & Fiscal Services
Attention: Departmental Finance Manager**

**County of Los Angeles Probation Department
9150 Imperial Highway Downey, CA 90242**

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Program Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.6 Cost of Living Adjustments (COLA's)

If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the twelve (12) month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this paragraph for living wage contracts, it may, in its sole discretion, exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this Contract, it shall require a written amendment to this Contract first, that has been formally approved and executed by the parties.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Paragraphs are designated in Exhibit E (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Contract Manager

The responsibilities of the County's Contract Manager include:

- Ensuring that the objectives of this Contract are met; and

- Providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Program Manager

The responsibilities of the County's Program Manager include:

- Meeting with the Contractor's Project Director on a regular basis; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Program Manager is not authorized to make any changes to the terms and conditions of this Contract and is not authorized to further obligate the County in any way.

6.3 County's Contract Monitor

The County's Contract Monitor is responsible for monitoring the Contract and the Contractor. The County's Contract Monitor provides reports to the County's Contract Manager and the County's Program Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Director

7.1.1 The Contractor shall provide its own full time officer or employee as the Contractor's Project Director. The Contractor's Project Director/alternate shall be available for telephone contact between 8:00 a.m. and 5:00 p.m., PT, Monday through Friday, excluding County holidays. The Contractor's Project Director shall provide overall management and coordination of this Contract, and shall act as the central point of contact with the County.

7.1.2 When Contract work is performed at times other than described above or when the Contractor's Project Director cannot be present, an equally responsible individual shall be designated to act for the Contractor's Project Director, with prior approval of the County's Program Manager.

7.1.3 The Contractor's Project Director/alternate shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract. The Contractor's Project Director/alternate shall be able to effectively communicate in English, both orally and in writing.

- 7.1.4 The County shall have the right of review and approval of the Contractor's Project Director. The County shall have the right of removal of the Contractor's Project Director and any replacement recommended by the Contractor.
- 7.1.5 The Contractor's Project Director shall be directly involved in the hiring of staff who will deliver the contracted services.
- 7.1.6 The Contractor's Project Director shall be directly involved in supervising the staff responsible for service delivery. This shall include conducting staff meetings; observing, reviewing and supervising staff.

7.2 Approval of Contractor's Staff

The County has the absolute right to approve or disapprove all of the Contractor's staff hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Director.

7.2.1 Contractor Personnel

7.2.1.1 The Contractor shall be responsible for providing competent staff to fulfill the contract. The County shall have the right to review and approve potential staff prior to assignment.

7.2.1.2 The Contractor shall ensure that by the first day of employment, all persons working on this Contract have signed an acknowledgment form regarding confidentiality that meets the standards of the County of Los Angeles Probation Department for the County employees having access to confidential Criminal Offender Record Information (CORI) the **Contractor shall retain the original CORI form and forward a copy to the County's Program Manager within five (5) business days of start of employment.** The CORI form is provided in Exhibit T (Confidentiality of CORI information).

7.2.1.3 All personnel must be able to read, write, spell, speak, and understand English.

7.2.1.4 The County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff. The Contractor shall be responsible for immediately removing and replacing any employee from

work on this Contract within twenty-four (24) hours after requested to do so by the County's Contract Manager.

7.2.1.5 The County reserves the right to have the County's Program Manager or a designated alternate, interview any or all prospective employees of the Contractor.

7.2.1.6 The Contractor shall be required to conduct a background check of their employees as set forth in Paragraph 7.4 (Background and Security Investigations) of the Contract.

7.2.1.7 The Contractor shall provide the County's Program Manager with a current list of employees and keep this list updated during the Contract period.

7.2.1.8 The Contractor shall be required to have alternate staff that have successfully passed background clearances pursuant to Paragraph 7.4 (Background and Security Investigations) of the Contract trained and approved to instruct program participants in the required curriculum.

7.3 Contractor's Staff Identification

The Contractor shall furnish and require that every on-duty employee wear a visible photo identification badge identifying employee by name, physical description, and company, at the Contractor's expense. Such badge shall be openly and clearly displayed on the employee's person at all times he/she is within the confines of a County facility.

7.4 Background and Security Investigations

Background and security investigations of the Contractor's staff are mandated as a condition of any work under this Contract. The cost of background checks is the responsibility of the Contractor. The Contractor shall be responsible for the ongoing implementation and monitoring of Subparagraphs 7.4.1 through 7.4.6 of this Contract. On at least a quarterly basis, the Contractor shall report, in writing, monitoring results to the County, indicating compliance or problem areas. Elements of the monitoring report shall receive prior written approval from the County.

7.4.1 The Contractor shall submit the names of the Contractor's or the Sub-Contractor's employees to the County's Program Manager prior to the employee starting work on this Contract. The County will schedule appointments to conduct background investigation/record checks based on fingerprints of the Contractor's or the Sub-Contractor's employees. The County shall

have the right to conduct background investigations of the Contractor's or the Sub-Contractor's employees at any time. **The Contractor's or the Sub-Contractor's employees shall not begin work on this Contract before receiving written notification of clearance from the County.**

- 7.4.2 No personnel employed by the Contractor or the Sub-Contractor for this service having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to the County and employment of the employee for this service is approved in writing by the County.
- 7.4.3 The County reserves the right, in its sole discretion, to preclude the Contractor or the Sub-Contractor from employment or continued employment of any individual performing services under this Contract.
- 7.4.4 No Contractor or Sub-Contractor staff providing services under this Contract shall be on active probation or parole.
- 7.4.5 The Contractor or the Sub-Contractor staff performing services under this Contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.
- 7.4.6 Because the County is charged by the State for checking the criminal records of the Contractor's or the Sub-Contractor's employees, the County will bill the Contractor to recover these expenses. The current amount is thirty-two dollars (\$32.00) per record check, which is subject to change by the State.

7.5 Confidentiality

The Contractor shall be responsible for safeguarding all County information provided for use by the Contractor.

- 7.5.1 The Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, and policies and procedures relating to confidentiality, including without limitation, County policies concerning information technology security and the protection of confidential records and information.

- 7.5.2 The Contractor shall inform all of its officers, employees, agents and Sub-Contractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.2.1 The Contractor shall sign and adhere to the provisions of Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement).
- 7.5.2.2 The Contractor shall require each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G2 (Contractor Employee Acknowledgment and Confidentiality Agreement).
- 7.5.2.3 The Contractor shall require each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).
- 7.5.3 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or Sub-Contractors, to comply with this Paragraph 7.5, as determined by the County in its sole judgment.
- 7.5.4 Any legal defense per the Contractor's indemnification obligations under Paragraph 7.5.3 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and seek reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in any case, on behalf of the County without the County's prior written approval.

7.5.5 Confidentiality of Adult and Juvenile Records

By State law (California Welfare and Institutions Code sections 827 and 828, and Penal Code sections 1203.05, 1203.09, and 11140 through 11144) all adult and juvenile records and Probation case information provided to the Contractor is confidential and no such information shall be disclosed except to authorized employees of the County of Los Angeles Probation Department and law enforcement agencies.

7.5.6 The Contractor's employees shall be given copies of all cited code sections, and a CORI form to sign, as provided in Exhibit T (Confidentiality of CORI Information) regarding confidentiality of the information in adult and juvenile records. The Contractor shall retain original CORI forms and forward copies to the County's Program Manager within five (5) business days of start of employment.

7.5.7 Violations: The Contractor agrees to inform all of its employees, agents, Sub-Contractors, and partners of the above provision and that any person knowingly and intentionally violating the provisions of said State law is guilty of a misdemeanor.

7.6 Nepotism

7.6.1 The Contractor shall not hire nor permit the hiring of any person in a position funded under this Contract if a member of the person's immediate family is employed in an administrative capacity by the Contractor.

7.6.2 For the purposes of this Paragraph, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

7.6.3 The term "administrative capacity" means persons who have overall administrative responsibility for a program including selection, hiring, or supervisory responsibilities.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and

executed by the Contractor and by the Chief Probation Officer or his/her designee.

- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.
- 8.1.3 The Chief Probation Officer or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.

8.2 Assignment and Delegation

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, at its sole discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph, the County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against the claims which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition shall be an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, without the County's express prior written approval, shall be a material breach of the Contract, which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.3 Authorization Warranty

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract accordingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced accordingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 Complaints

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within fifteen (15) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County's approval.
- 8.5.4 If the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Program Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Program Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, the Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or Sub-Contractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have

the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall have no right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D (Contractor's EEO Certification).

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H (Jury Service Ordinance), and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

8.8.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), the Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five (5)

days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this Subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Sub-Contractor to perform services for the County under the Contract, the Sub-Contractor shall also be subject to the provisions of this Subparagraph. The provisions of this Subparagraph shall be inserted into any such subcontract and a copy of the Jury Service Program shall be attached to the agreement.

8.8.2.3 If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion that the Contractor demonstrates to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that

the Contractor continues to qualify for an exception to the Jury Service Program.

8.8.2.4 The Contractor's violation of this Subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subparagraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff, or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring Gain-Grow Participants

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. The Contractor shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN-GROW job candidates.
- 8.11.2 In the event that both laid-off County employees and GAIN-GROW participants are available for hiring, County employees shall be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who demonstrates trustworthiness, quality of work, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the Los Angeles County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has

been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Sub-Contractors of Contractor

These terms shall also apply to Sub-Contractors of County Contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Sub-Contractors, if any, to post this poster in a prominent position in the Sub-Contractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC section 653a) and California Unemployment Insurance Code section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

8.15 County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. The Contractor's deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to

the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Facsimile Representations

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received by communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of original versions of such documents with original signatures.

8.19 Fair Labor Standards

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Sub-Contractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party. Such events are referred to in this Subparagraph as "force majeure events."

8.20.2 Notwithstanding the foregoing, a default by a Sub-Contractor of the Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both the Contractor and such Sub-Contractor, and without any fault or negligence of either of them. In such case, the Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Sub-Contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subparagraph,

the term “Sub-Contractor” and “Sub-Contractors” mean Sub-Contractors at any tier.

- 8.20.3 In the event the Contractor’s failure to perform arises out of a force majeure event, the Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or are construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing all compensation and benefits to, or on behalf of, all persons performing work pursuant to this Contract. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, employees solely of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4 As previously instructed in Paragraph 7.5 (Confidentiality), the Contractor shall cause each employee performing services

covered by this Contract to sign and adhere to Exhibit G2 (Contractor Employee Acknowledgment and Confidentiality Agreement). The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit G3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement). The Contractor shall retain the original forms and forward copies to the County's Contract Manager within five (5) days of the start of employment.

8.23 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 General Provisions for all Insurance Coverage

Without limiting the Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, the Contractor shall provide and maintain insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 (Insurance Coverage) of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") are in addition to, and separate from, any other contractual obligation imposed upon the Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to the County not less than ten (10) days prior to the Contractor's policy expiration dates. The County reserves the right to obtain complete,

certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000.00), and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Neonika Walker, Contract Analyst
Los Angeles County Probation Department
Contracts & Grants Management Division
9150 East Imperial Highway, Room D-29
Downey, CA 90242
E-mail address: Neonika.Walker@probation.lacounty.gov
Fax#: (562) 658-2307

- The Contractor shall promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to the Contractor. The Contractor shall promptly notify the County of any third party claim or suit filed against the Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against the Contractor and/or the County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under the Contractor's General Liability policy with respect to liability arising out of the Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Changes in Insurance

The Contractor shall provide the County with, or Contractor's insurance policies shall contain a provision that the County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 Failure to Maintain Insurance

The Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to the Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to the Contractor, deduct the premium cost from sums due to the Contractor or pursue Contractor reimbursement.

8.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by the County.

8.24.6 Contractor's Insurance Shall Be Primary

The Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to the Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights, and its insurer(s)' rights, of recovery against the County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

8.24.8 Sub-Contractor Insurance Coverage Requirements

The Contractor shall include all Sub-Contractors as insureds under the Contractor's own policies, or shall provide the County with each Sub-Contractor's separate evidence of insurance coverage. The Contractor shall verify that each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and the Contractor as additional insureds on the Sub-Contractor's General Liability policy. The Contractor shall obtain the County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

The Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require the Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing the Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of

California.

8.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claim-made basis, any policy retroactive date shall precede the effective date of this Contract. The Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following the Contract expiration, termination or cancellation.

8.24.11 Application of Excess Liability Coverage

The Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 Alternative Risk Financing Programs

The County reserves the right to review and approve the Contractor's use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon the County's determination of changes in risk exposures.

8.25 Insurance Coverage

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of the Contractor's use of automobiles pursuant to this Contract, including owned, leased, hired, and/or non-owned automobiles, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If the Contractor provides leased employees, or is an employee leasing or temporary staffing firm, or professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that the County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to the Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

8.25.4 **Professional Liability/Errors and Omissions** insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.25.5 **Technology Errors & Omissions** insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include: (1) systems analysis (2) systems programming (3) data processing (4) systems integration (5) outsourcing including

outsourcing development and design (6) systems design, consulting, development and modification (7) training services relating to computer software or hardware (8) management, repair and maintenance of computer products, networks and systems (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million

- 8.25.6 **Privacy/Network Security (Cyber) liability** insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs] (2) system breach (3) denial or loss of service (4) introduction, implantation, or spread of malicious software code (5) unauthorized access to or use of computer systems with limits of not less than \$10 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Chief Probation Officer, or designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Probation Officer, or designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County will be forwarded to the Contractor by the Chief Probation Officer, or designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Chief Probation Officer, or designee, determines that there are deficiencies in the performance of this Contract that the Chief Probation Officer, or designee, deems are correctable by the Contractor over a certain time span, the Chief Probation Officer, or designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Chief Probation Officer, or designee, may:
- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the monthly contract sum; and/or

- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in Exhibit U (Performance Requirements Summary Chart (PRS), hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
- (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County source or separate private contractors, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in Subparagraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County's cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Subparagraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any County, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be

treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its Sub-Contractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the

California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the County of Los Angeles Probation Department from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

The Contractor shall bring to the attention of the County's Program Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Program Manager is not able to resolve the dispute, the Chief Probation Officer, or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each Sub-Contractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each Sub-Contractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at <http://www.babysafela.org> for printing purposes.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E (County's Administration) and Exhibit F (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Chief Probation Officer or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor and all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the

disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.37 Publicity

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Program Manager. The County shall not unreasonably withhold written consent.

- 8.37.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 shall apply.

8.38 Record Retention and Inspection-Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County or its authorized representatives shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or

record relating to this Contract. All such material, including, but not limited to, financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 At any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.4 The Contractor agrees to be bound by applicable County unsupported and disallowed cost procedures, rules and regulations, and to repay to the County any amount, with its earned interest, which is found to violate the terms of this Contract or applicable County provisions.

8.39 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without prior approval of the County**. Any attempt by the Contractor to subcontract without the prior approval of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Sub-Contractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Sub-Contractor in the same manner and to the same degree as if such Sub-Contractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Sub-Contractor employees, providing services under this Contract. The Contractor is responsible to notify its Sub-Contractors of the County's right.

- 8.40.6 The County's Contract Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and Sub-Contractor employees. After approval of the subcontract by the County, the Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Sub-Contractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Sub-Contractor maintains all the programs of insurance required by the County from each approved Sub-Contractor. Before any Sub-Contractor employee performs any work hereunder, the Contractor shall ensure delivery of all such documents to:

Neonika Walker, Contract Analyst
Los Angeles County Probation Department
Contracts & Grants Management Division
9150 East Imperial Highway, Room D-29
Downey, CA 90242
E-mail address: Neonika.Walker@probation.lacounty.gov

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

The Contractor's failure to with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default and pursue debarment of the Contractor) pursuant to Los Angeles County Code Chapter 2.202.

8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, in the County's sole discretion, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes

effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

8.43.1 With written notice to the Contractor, the County may terminate this Contract, in whole or in part, in the sole discretion of the County's Contract Manager: or if

- The Contractor has materially breached this Contract;
- The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract, in whole or in part, as provided in Subparagraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue

the performance of this Contract to the extent not terminated under the provisions of this Subparagraph.

- 8.43.3 Except with respect to defaults of any Sub-Contractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Sub-Contractor, and if such default arises out of causes beyond the control of both the Contractor and Sub-Contractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Sub-Contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Subparagraph, the term "Sub-Contractor(s)" means Sub-Contractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.43, or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The County may, with written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract, or securing favorable treatment with respect to the award, amendment, or extension of this Contract, or the making of

any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in Los Angeles County Code section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, Los

Angeles County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the

Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contracting are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the Los Angeles County Code Chapter 2.206 as referenced in Exhibit R (Defaulted Property Tax Reduction Program/Form).

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ten (10) days of notice shall be grounds upon which the County may terminate this Contract and/or pursue debarment of the Contractor, pursuant to the Los Angeles County Code Chapter 2.206 as referenced in Exhibit R (Defaulted Property Tax Reduction Program/Form).

8.53 Time Off for Voting

The Contractor shall notify its employees, and shall require each sub-contractor to notify and provide to its employees, information regarding the time off for voting law (California Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and Sub-Contractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of California Elections Code Section 14000.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Intentionally Omitted

9.3 Intentionally Omitted

9.4 Intentionally Omitted

9.5 Intentionally Omitted

9.6 Intentionally Omitted

9.7 Intentionally Omitted

9.8 Intentionally Omitted

9.9 Intentionally Omitted

9.10 Sexual Harassment/Discrimination/Retaliation Training

9.10.1 The Contractor shall provide training to their employees on sexual harassment, discrimination, and retaliation. This training shall be comparable to that provided by the County of Los Angeles Probation Department to its own staff based upon the Los Angeles County Code Section 5.09 as referenced in Exhibit Q (Sexual Harassment Policy).

9.10.2 The Contractor shall provide the County of Los Angeles Probation Department with a certification referenced in Exhibit Q1 (Sexual Harassment/ Discrimination/Retaliation Prohibited Form) noting that each individual employee has received the requisite training and has acknowledged in writing that he/she received the training and is familiar with the policies and reporting procedures. Such confirmation documentation will be required from the Contractor's staff before performing services under this Contract.

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IN WITNESS WHEREOF, CONTRACTOR has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Mayor of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day, month and year first above written.



COUNTY OF LOS ANGELES

By: Hilda F. Solis
Chair, Board of Supervisors

ATTEST:
LORI GLASGOW
Executive Officer
Of the Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

LORI GLASGOW
Executive Officer
Clerk of the Board of Supervisors

BY: Rachelle Smitherman
DEPUTY

By: Rachelle Smitherman
Deputy

JUSTICE BENEFITS,
INCORPORATED

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

By _____

53 MAY 3 1 2016

Name (Typed or Printed)

Lori Glasgow
LORI GLASGOW
EXECUTIVE OFFICER

Title

Date

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

By: JK
JOSEPH A. LANGTON
DEPUTY COUNTY COUNSEL

May 23, 2016
Date

78494

IN WITNESS WHEREOF, CONTRACTOR has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Mayor of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day, month and year first above written.

COUNTY OF LOS ANGELES
ORIGINAL
SIGNED

By: _____
Chair, Board of Supervisors

ATTEST:
LORI GLASGOW
Executive Officer
Of the Board of Supervisors

ORIGINAL
SIGNED

BY _____
DEPUTY

JBI, LTD, a Texas Limited Partnership
BY: **JUSTICE BENEFITS,
INCORPORATED**, a Texas Corporation
Its: Corporate General Partner

By C. Robin Liu

C. Robin Liu
Name (Typed or Printed)

Chief Operating Officer
Title

April 11, 2016
Date

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

By JAL
JOSEPH A. LANGTON
DEPUTY COUNTY COUNSEL

April 5, 2016
Date

76487

EXHIBIT A

STATEMENT OF WORK

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EXHIBIT A

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

1.1 Scope of Work

The Contractor shall provide technical assistance services for implementation of Title IV-E Claims in the Los Angeles Probation Department (County) including strategic implementation, staff training, assisting in financial compilation and case planning for federal funding.

The Contractor shall advise, assist and prepare reports on, the specific tasks listed in Section 2.0 below. A monthly progress report shall be submitted to County's Program Manager.

The Contractor shall also assist the County with the identifying additional program areas reimbursable under the Title IV-E Program. The Contractor shall work with the County in order to adhere to the detailed Title IV-E Program. The Title IV-E Program typically addresses the following goals for the Probation Department:

- Reduce number of youth entering the system
- Decrease the amount of time youth have contact with the system
- Reduce the per case cost of operating the system
- The County shall implement or expand Wraparound, or additional interventions, as part of the Title IV-E Program
- Claimable Populations
 - The Contractor shall help ensure that any eligible population and services are included in the Title IV-E Program
 - The Contractor shall review existing County programs to identify and propose Title IV-E reimbursable activities currently performed but not claimed.

2.0 SPECIFIC TASKS

2.1 CONTRACTOR RESPONSIBILITIES

2.1.1 Implement a valid Web-Based Random Moment Time Keeping Sampling (RMS) as identified in Exhibit V (RMS Implementation).

- 2.1.2 On as needed basis and as identified in Exhibit W (Training), provide on-site or web-based training for the County Probation staff on how to accurately complete Title IV-E time study and how to comply with the California Department of Social Services (CDSS) documentation requirements to support the time study, including but not limited to:
 - 2.1.2.1 CDSS Title IV-E Program time study codes
 - 2.1.2.2 Importance of the Title IV-E Program
 - 2.1.2.3 Title IV-E Program population
 - 2.1.2.4 Compliance results
 - 2.1.2.5 Candidacy
 - 2.1.2.6 Case Plans
 - 2.1.2.7 Title IV-E 101
- 2.1.3 Implement detailed auditing procedures and provide technical support to State audits as identified in Exhibit X (Auditing).
- 2.1.4 Ensure Title IV-E revenues are maximized by:
 - 2.1.4.1 Reviewing Title IV-E quarterly Claims for accuracy and assisting the County with all claiming procedures.
 - 2.1.4.2 Providing assistance to the County to ensure compliance with Title IV-E documentation, Federal and State guidelines.
 - 2.1.4.3 Reviewing and providing recommendations/guidance on steps to ensure maximized funding.
 - 2.1.4.4 Insuring that the County receives the appropriate Federal reimbursements.
- 2.1.5 Work closely with the California Department of Social Services (CDSS) and the County to update claims policies when needed that may include the implementation or expansion of Title IV-E reimbursable intervention programs.
- 2.1.6 Advise the County on any changes regarding the Title IV-E program, assessments and case plan.
- 2.1.7 Monitor time study results monthly or quarterly to ensure that Title IV-E activities are maximized through RMS by providing monthly progress reports as identified in Exhibit Y (Reporting).

2.2 COUNTY RESPONSIBILITY

- 2.2.1 Provide feedback on all programmatic or fiscal recommendations provided by the Contractor.
- 2.2.2 Participate in monthly or as-needed meetings, as scheduled by the Contractor to discuss issues related to Title IV-E.
- 2.2.3 Review reports provided by the Contractor and identify any additional reporting needed to fulfill maximization of Title IV-E Revenues.
- 2.2.4 Assist the Contractor to provide staff access to the RMS website via computer or smartphone.
- 2.2.5 Provide the Contractor with initial County staff information to set up the profile of the Web-Based RMS System, as identified in Exhibit V (RMS Implementation).
- 2.2.6 Ensure that staff answer “Observation Moments” when they are received via email to document their activities at the time of the random moment.
- 2.2.7 Ensure that staff meets within 72 hours of receiving a time study, excluding weekends and holidays, to answer their “Observation Moments.”
- 2.2.8 Ensure that staff management or supervisors check 10% of the total amount of “Observation Moments” for quality assurance.
- 2.2.9 Continue to utilize Title IV-E codes set by the state of California for the Web Based time keeping system.

2.3 TRAINING REQUIREMENTS

- 2.3.1 The Contractor shall provide each participant with a training manual and fact sheet that includes time study pin codes, definitions, activities coded to the pin codes, how to navigate the RMS website, and links to the CDSS website for further information regarding time study pin codes.
- 2.3.2 Candidates for Foster Care/Case Plan Training

In order for the County to claim preventive case management services, a child must be considered a candidate for foster care. The Contractor will utilize the candidate for foster care guideline per

the Child Welfare Policy Manual 8.1D. The County shall not claim any reimbursable time under the RMS time study until a youth is determined to be a candidate for foster care and a case plan is developed.

2.3.2.1 The Contractor will ensure that the County uses the most accurate case plan in order to fully document candidacy. The Contractor shall review such documentation before any claims are filed. The Contractor shall ensure that all juveniles who are on probation in the County have case plans and case plan reviews regardless of candidate status.

2.3.2.2 The Contractor shall provide the County with "Candidates for Foster Care" training. The Contractor shall train all appropriate County staff to complete a case plan and document candidacy as it relates to Title IV-E. The detailed training covers how to determine which delinquent youth are considered a candidate for foster care, the method of documenting candidacy, and the frequency the federal government requires this documentation.

2.3.2.3 The Contractor shall provide all participants with a training manual that includes how to document candidates for foster care, the appropriate tools necessary for verification of candidacy, and various samples of completed case plans.

2.3.2.4 The Contractor shall assist with an assessment and case planning process that shall be conducted to determine who is a candidate and who is not. The purpose of the assessment is to document risk level and what areas the juvenile struggles with most in order to develop the most beneficial case plan for the youth and family. Upon completion of the assessment and case plan, case management activities may begin.

2.3.3 General Training and Webinars

2.3.3.1 The Contractor shall immediately develop a training plan for the County;

2.3.3.2 The Contractor trainings shall be documented;

2.3.3.3 The Contractor training material shall be provided for each County participant;

- 2.3.3.4 The Contractor trainings shall include an agenda, handout and sign-in sheet that shall be retained in the case of an audit; and
- 2.3.3.5 The Contractor shall answer Title IV-E questions regarding coding time, completing case plans, deadlines, and all other guidelines on demand.

2.3.4 As needed by the County, the Contractor shall perform on-site and web-based trainings with County's staff to ensure a thorough understanding of Title IV-E. The Contractor shall provide training with no additional charge for travel or actual training time. As new County employees are hired, the Contractor shall provide training at its discretion, or at County request. The Contractor shall be available to train existing county staff, and will provide a toll free telephone number for support.

2.3.5 The Contractor shall provide webinars as a supplemental method to onsite training. The Contractor webinars are at no additional cost to the County. The Contractor shall offer webinars to provide updates regarding policies and procedures with Title IV-E claims.

2.4 TIME STUDY REQUIREMENTS

2.4.1 The Contractor shall develop and implement a versatile Web Based RMS time study that is approved by CDSS. The time study is continuous and the results are compiled quarterly. The sample universe is updated monthly due to turnover and unexpected staff changes. Updating the sample universe monthly allows all potential reimbursable staff to access the time study. The Contractor shall ensure that County Time study participants are included on their daily activities and not solely on job description.

2.4.2 Web Based Random Moment Time Study

2.4.2.1 The Contractor shall implement a Web Based random moment time keeping system. This RMS system shall take the place of the current time study method utilized by the County. A time study shall be generated for the period agreed upon by the Contractor and the County and the results shall be calculated and compiled by the Contractor into the quarterly Title IV-E claim.

2.4.2.2 The Contractor shall be responsible for the operation of the RMS system. This responsibility includes, but is not limited to, the following:

- Revision of existing County time codes to add probation specific examples;
- Monthly modification of the participant list to ensure that only the correct staff members are included in the time study;
- Train County staff on how to accurately complete the Title IV-E time study;
- Monitor and ensure that the County accurately completes the web-based RMS on a daily basis;
- Provide periodic updates on areas of needed improvement regarding time study codes;
- Compute the quarterly time study results and submit them to the Chief Probation Officer for approval;
- Work with the CDSS personnel to update the web-based RMS policies when needed;
- Analyze, edit, and summarize the sample results and make necessary allocations;
- Ensure that the sample universe is updated monthly to include new hires and exclude terminations and transfers;
- Provide a detailed training manual to all eligible County staff that participate in the quarterly time study;
- Provide a resource where all RMS problems and questions can be submitted and resolved;
- Provide on-site and web-based training on the Web Based RMS system that is utilized for documenting time/ activities related to Title IV-E Claims;
- Provide on-site and web-based training on all Title IV-E Time Codes. The Contractor shall provide a comprehensive list of all Title IV-E Codes for the State of California. The Contractor trainers shall educate all participants to ensure a clear understanding of how to code daily activities;
- Provide a team of time study analysts to review all time study moments on a daily basis, and confirm that all moments are valid and coded correctly within the allotted time frame.

2.5 RANDOM MOMENT SET-UP

The Contractor shall work with the County to select the Juvenile Probation workers that will participate in the RMS web based time study. Once the Contractor determines who is going to participate in the time study, the following data will be collected from the County:

- County holidays
- Employee's e-mail address
- Employee's work schedule
- Employee's phone number and location
- Employee's supervisor
- Supervisor e-mail address and phone number

2.5.1 Time Study Coordinator

The Contractor shall act as the County's time study coordinator. The Contractor shall conduct the time study and quality assurance process on a monthly basis. As the time study coordinator, the Contractor shall be available via e-mail and toll-free telephone number to address questions from time study participants..

2.5.2 Position List

The positions identified as meeting the RMS sample population definition are maintained by the Contractor. The position list is reviewed and updated each month based on information provided by the County. Positions that are vacant when the list is updated will not be included.

2.5.3 Work Hours

RMS samples each participant's individual work schedule entered into their profile. A participant shall not receive any RMS moments outside their designated work schedule. In addition, participants shall not receive RMS moments during the designated lunch schedule in their profile. Participants shall not receive moments on County holidays.

2.5.4 Study Notification

Once the sampling is verified by the Contractor time study coordinator, the system shall send the observation moment notification at the time of the actual observation moment. The participant shall then complete their moment according to the activity performed at that time and electronically submit the observation moment to the Contractor for immediate quality assurance.

All original observation moments must be completed within 72 hours from the time of the moment excluding days off, weekends and holidays. If the time study participant has not responded by midnight of the RMS moment, an email reminder shall be

generated and sent through the Contractor e-mail application to the participant and their time study observer. A time study observer is a person who ensures quality assurance. They are trained on the time study process and the importance of completing all RMS moments in a timely manner.

2.5.5 10% Quality Assurance Process

Each night, if the observer has any quality assurance moments during the day, the Contractor RMS automated system shall generate an e-mail to the observer advising of any outstanding quality assurance moments. This email will also include other “to do’s” the observer needs to complete, such as RMS moments from the previous day or any pending profiles that the observer has not approved.

2.6 REPORTING REQUIREMENTS AND FEATURES

The Contractor’s web-based RMS shall provide the County with reports to determine if any individual requires additional training, or if certain codes are used excessively.

The Contractor’s reports will ensure coding accuracy and compliance with moment coding. This report will summarize each participant’s activities for a particular study and the entire study itself by code as described in Exhibit Y (Reporting).

2.7 REVIEW REQUIREMENTS

2.7.1 Quality Assurance Procedures

The Contractor quality assurance process consists of two steps. The Contractor’s Q1 staff shall review the electronic data on a daily basis for the following information:

- Electronic Signature.
- Date and time (for 72 hour compliance)
- That the Comment section includes detailed activities of the time study participant
- To ensure that all sections are documented.
- To ensure that Codes are accurately checked by the time study participant
- If any of the above elements are not satisfied, the sample moment will be sent back to the participant for correction or clarification. If clarification cannot be made, the moment shall be invalid.

- The Contractor requires the names of all eligible time study participants, their job titles, email addresses, phone numbers and core work hours.
- After Q1 determines that data is captured accurately, Q2 shall review the data for a second quality assurance process.

2.7.2 State and Federal Reviews

The Contractor shall assist in data collection and onsite reviews by state or federal agencies.

2.7.3 File Reviews

2.7.3.1 The Contractor has developed a detailed quality assurance procedure. It is crucial to have a system of checks and balances in place with Title IV-E Administrative Claims. Contractor staff shall ensure proper claiming and record retention while onsite with the County.

2.7.3.2 The Contractor shall perform onsite detailed reviews of Title IV-E Analysis.

2.7.3.3 The Contractor shall perform quarterly reviews to ensure proper procedures and accurate claims. The Contractor shall provide the County with the following reviews:

- Candidates for Foster Care
- Random Moment review
- Probation File review
- Placement File review

2.7.3.4 Candidates for Foster Care

Candidates shall be selected from the Contractor RMS to verify the accuracy of comments in the time study, to ensure the case plan clearly documents that the minor is a candidate for foster care, that the case plan has not exceeded six months and review the minor's entire case file for all required documents and case notes.

The Contractor shall review claims for foster care to ensure that the case file and case notes are properly documented. The Contractor shall perform audits, which shall include, but not be limited to, the following:

- Appropriate determination of candidates;
- Proper documentation of candidates;
- Accuracy of RMS coding and
- Review of case file documentation to support random moment activity.

2.7.3.5 Random Moment Review

The time study monitoring tool will be used to review the actual time spent on Title IV-E eligible activities. This process ensures that claim information, documentation and submission are accurate. The Contractor shall continually review the methodology to determine if it meets current regulations.

The Contractor shall ensure that random moment reviews match staff timecards. The County shall provide a monthly download of staff timecards identified in the random moment review.

2.7.3.6 Probation File Review

This tool checks case plans and verifies case file documentation. The Contractor shall verify that the case plan is correct, that services are provided and that all required documentation is in the case file.

2.7.3.7 Placement File Review

This tool is for minors in foster care placement. The Contractor will verify that the case plan is correct, that services are provided and that all required documentation is in the case file. The contractor will ensure that the case plan is updated every six months.

At the conclusion of any Contractor audit, the Contractor shall provide the County with a written report of any inaccuracies to ensure that similar errors will not continue in the future. The County shall review recommendations made by the Contractor.

2.8 STAFF SUPPORT

2.8.1 Audit Support

2.8.1.1 The Contractor shall provide the County with additional training and support on any audit findings.

2.8.1.2 The Contractor shall perform on-site assistance to the County in the event of any State or Federal Audit.

2.8.1.3 The Contractor will attend and remain current on all state Title IV-E training.

2.8.2 Probation Support

The County shall determine and document Title IV-E Candidates for Foster Care in a manner consistent with federal and state guidelines.

2.8.3 Training Support

The Contractor shall perform training with the County's staff to ensure a thorough understanding of Title IV-E. Training dates shall be set in advance and shall accommodate County staff schedules.

2.8.2.1 The County shall participate in training provided by Contractor.

2.8.2.2 The County shall participate in periodic continuing training provided by Contractor either on-site or via webinar.

2.9 FISCAL RESPONSIBILITY

2.9.1 Each quarter, the Contractor shall assist and review the Title IV-E Administrative claim for reimbursement on behalf of the County. The Title IV-E administrative claim is a compilation of data from several sources. Payroll, expenditures, and capital asset information is provided by the client.

2.9.2 The County shall provide the Contractor with expenditure reports for analysis.

2.9.3 The County shall provide the Contractor with payroll data.

2.9.4 The County shall provide any additional financial reports and operational information needed to complete the claim.

2.9.5 The County shall provide the Contractor with County specific financial information needed to complete the claim, i.e. Cost Allocation Plan and Eligibility Rate.

2.9.6 The County shall provide further information and documents at the request of the Contractor to ensure that the Contractor is fully reimbursed.

2.9.7 Contractor shall assist in the preparation of the quarterly supplemental form required under the Title IV-E Program.

2.10 MODIFICATIONS OF STATEMENT OF WORK

The Contractor Statement of Work may be modified to maximize Title IV-E program revenue with prior written consent by the County

3.0 QUALITY CONTROL PLAN

The Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of the Contract are met. The original plan and any future amendments are subject to County review and approval and shall include, but is not limited to, the following:

- 3.1 An inspection system covering all services listed on Exhibit U (Performance Requirements Summary Chart). It must specify the activities to be inspected on a scheduled or unscheduled basis, how often inspections will occur, and the title of individual(s) who will perform the inspection.
- 3.2 The methods to identify and prevent deficiencies in the quality of service before the level of service becomes unacceptable.
- 3.3 A file of all inspections conducted by the Contractor and, if necessary, the corrective action taken. This documentation shall be made available at the request of the County during the term of the Contract as set forth in Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of the Contract.
- 3.4 The methods to ensure uninterrupted service to the County in the event of a strike by County or Contractor employees or any other unusual occurrence (i.e., power loss or natural disaster) that would result in the Contractor's inability to perform the terms of the Contract..
- 3.5 The methods to ensure that confidentiality of juvenile records and information are maintained while in the care of Contractor's employees.
- 3.6 The methods to maintain security of records and the methods to prevent the loss and/or destruction of data.

4.0 QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include an assessment of the Contractor's compliance with all Contract terms and performance standards. The County will report any deficiencies in Contractor's performance to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the

Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified in Exhibit U (Performance Requirements Summary Chart) or other such procedures as may be necessary to ascertain the Contractor's compliance with this Contract.

4.1 Performance Evaluation Meetings

The County's Program Manager may meet weekly with the Contractor's Project Director during the first three (3) months of the Contract in the sole discretion of the County's Program Manager. However, the County's Program Manager and the Contractor's Project Director will hold a mandatory meeting in the event a Contract Discrepancy Report (CDR) is issued. Mutual best efforts will be made to resolve all problems identified.

4.2 After the first three (3) months of operation, regular performance evaluation meetings will be held monthly in accordance with a mutually agreed upon schedule, or as required by the County.

4.3 The County shall have the right to remove any Contractor personnel under this Contract in the sole discretion of the the County's Program Manager. At the request of the County's Contract Manager, Contractor personnel will be removed and replaced by the Contractor within twenty-four (24) hours

4.4 Contract Discrepancy Report

Verbal notification of a Contract discrepancy shall be made to the Contractor's Project Director in the event a Contract discrepancy is identified. Mutual best efforts shall be made to resolve the Contract discrepancy.

The County's Program Manager will determine whether a formal Contract Discrepancy Report shall issue as referenced in Exhibit S (Contract Discrepancy Report). Upon receipt of this Report, the Contractor is required to respond in writing to the County's Program Manager within five (5) business days, acknowledging the reported discrepancies and to present rebuttal evidence. The Contractor shall submit a plan for correction of all deficiencies identified in the Contract Discrepancy Report to the County's Program Manager within ten (10) business days of receipt of the Contract Discrepancy Report.

5.0 DEFINITIONS

- 5.1 Acceptable Quality Level Standard (AQLS) – A measure to express variance from a standard before Probation can apply damages as specified in Exhibit U (Performance Requirements Summary Chart). The County requires that the Contractor will correct the alleged variances. A variance from AQLS may result in a credit to Probation against the monthly fee for the Contractor’s services.
- 5.2 Business Day - Monday through Friday, 8:00 a.m. to 5:00 p.m., PT, not including County holidays.
- 5.3 Contract Discrepancy Report (CDR) - A report prepared by the County’s Program Manager to inform the Contractor of faulty service.
- 5.4 Contract Start Date - The date the Contractor begins work in accordance with the terms of the Contract.
- 5.5 Contractor’s Project Director - Person designated by the Contractor to administer Contract operations after the Contract award.
- 5.6 County’s Contract Manager - Person designated by the County with authority for contractual or administrative matters relating to this Contract.
- 5.7 County’s Contract Monitor - Person designated by the County to monitor the Contract and provide reports to the County’s Contract Manager and the County’s Program Manager.
- 5.8 County’s Program Manager - Person designated by the County to manage the daily operations under this Contract.
- 5.9 Liquidated Damages - The monetary amount deducted from the Contractor’s payment due to non-compliance with the Contract and/or deficiencies in performance.
- 5.10 Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the Contract which will be evaluated by the County to ensure that contract performance standards are met by the Contractor as referred to in Exhibit U (Performance Requirements Summary Chart)
- 5.11 Quality Control Plan - All necessary measures taken by the Contractor to assure that the quality of service meets the Contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in Statement of Work.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Contract according to Paragraph 6.0 (Administration of Contract - County) of the Contract. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information, and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Paragraph 8.1 (Amendments) of the Contract.

CONTRACTOR

6.2 Project Director

- 6.2.1 The Contractor shall provide its own full time officer or employee as the Contractor's Project Director. The Contractor's Project Director/alternate shall be available for telephone contact between 8:00 a.m. and 5:00 p.m., PT, Monday through Friday, excluding County holidays. The Contractor's Project Director shall provide overall management and coordination of this Contract, and shall act as the central point of contact with the County.
- 6.2.2 When Contract work is performed at times other than described above or when the Contractor's Project Director cannot be present, an equally responsible individual shall be designated to act for the Contractor's Project Director, with prior approval of the County's Program Manager.
- 6.2.3 The Contractor's Project Director/alternate shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract. The Contractor's Project Director/alternate shall be able to effectively communicate in English, both orally and in writing.

- 6.2.4 The County shall have the right of review and approval of the Contractor's Project Director. The County shall have the right of removal of the Contractor's Project Director and any replacement recommended by the Contractor.
- 6.2.5 The Contractor's Project Director shall be directly involved in the hiring of staff who will deliver the contracted services.
- 6.2.6 The Contractor's Project Director shall be directly involved in supervising the staff responsible for service delivery. This shall include conducting staff meetings; observing, reviewing and supervising staff.

6.3 Personnel

- 6.3.1 The Contractor shall be responsible for providing competent staff to fulfill the contract. The County shall have the right to review and approve potential staff prior to assignment.
- 6.3.2 The Contractor shall ensure that by the first day of employment, all persons working on this Contract have signed an acknowledgment form regarding confidentiality that meets the standards of the County of Los Angeles Probation Department for the County employees having access to confidential Criminal Offender Record Information (CORI) the **Contractor shall retain the original CORI form and forward a copy to the County's Program Manager within five (5) business days of start of employment.** The CORI form is provided in Exhibit T (Confidentiality of CORI information).
- 6.3.3 All personnel must be able to read, write, spell, speak, and understand English.
- 6.3.4 The County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff. The Contractor shall be responsible for immediately removing and replacing any employee from work on this Contract within twenty-four (24) hours after requested to do so by the County's Contract Manager.
- 6.3.5 The County reserves the right to have the County's Program Manager or a designated alternate, interview any or all prospective employees of the Contractor.
- 6.3.6 The Contractor shall be required to conduct a background check of their employees as set forth in Paragraph 7.4 (Background and Security Investigations) of the Contract.

6.3.7 The Contractor shall provide the County's Program Manager with a current list of employees and keep this list updated during the Contract period.

6.3.8 The Contractor shall be required to have alternate staff that have successfully passed background clearances pursuant to Paragraph 7.4 (Background and Security Investigations) of the Contract trained and approved to instruct program participants in the required curriculum.

6.4 Furnished Items

The Contractor shall provide all personnel and supplies necessary to perform all services required by the Statement of Work.

6.5 Office

The Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, Pacific Time, excluding County holidays, by one or more employees who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls on a 24 hour basis. **The Contractor shall respond to calls received by the answering service during business hours within two (2) hours of the call. If a message is received after business hours, Contractor shall respond to the call in no event later than the next business day.**

6.6 Identification Badges

The Contractor shall ensure their employees and agents are appropriately identified as set forth in Paragraph 7.3 (Contractor's Staff Identification) of the Contract.

7.0 HOURS/DAYS OF WORK

The Contractor shall be required to provide services Monday through Friday, excluding County holidays.

8.0 UNSCHEDULED WORK

If the Contractor provides tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

9.0 PERFORMANCE REQUIREMENTS SUMMARY

- 9.1 All lists of services used in the Performance Requirements Summary (PRS) are intended to be consistent with the Contract and the Statement of Work (SOW), and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In the event of an apparent inconsistency between services as stated in the Contract, the SOW and the PRS, the meaning apparent in the Contract and the SOW will prevail. If any service appears to be created in the PRS which is not clearly and forthrightly set forth in the Contract and/or the SOW, that apparent service will be null and void and place no obligation on the Contractor.
- 9.2 A standard level of performance will be required of the Contractor for the required services. Exhibit U (Performance Requirements Summary Chart) summarizes the required services, performance standards, maximum allowable deviation from the standards, methods of surveillance used by the County, and liquidated damages imposed for unacceptable performance. The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified in Exhibit U (Performance Requirements Summary Chart) or other such procedures as may be necessary to ascertain Contractor's compliance with this Contract. Failure of the Contractor to achieve this standard may result in an assessment of liquidated damages against the Contractor's monthly payment as determined by the County.
- 9.3 When the Contractor's performance fails to conform with the requirements of this Contract, the County may apply the following non-performance remedies:
- 9.3.1 Require the Contractor to implement a formal corrective action plan, subject to approval by the County. The Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
 - 9.3.2 Reduce payment to the Contractor by a computed amount based on the assessment fee(s) in the PRS.
 - 9.3.3 Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
 - 9.3.4 Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the work specified within ten (10) business days shall authorize the County to have the service(s) performed by others. The entire cost of such work

performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on Contractor's future invoice.

This Subparagraph does not limit the County's right to terminate the Contract with ten (10) business days written notice, with or without cause, as provided for in Paragraph 8.42 (Termination for Convenience) of the Contract.

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PRICING SCHEDULE**IMPLEMENTATION OF TITLE IV-E PROBATION CLAIMING**

Charges for the performance of services under this Agreement are set forth per pricing schedule below:

QUARTERLY FEES	
Fixed Fee	\$55,000
Performance Fee	0.4% of Title IV-E Revenue paid to County

RETROACTIVE QUARTERS	
Fix Fee	Ten percent (10%) of new revenues

INTENTIONALLY OMITTED

CONTRACTOR'S EEO CERTIFICATION

 Company Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

 Signature

 Date

 Name and Title of Signer (please print)

COUNTY'S ADMINISTRATION

CONTRACT NO.**COUNTY'S CONTRACT MANAGER:**

Name: Tasha Howard
Title: Contracts and Grants Division Director
Address: 9150 East Imperial Highway, Room C-29
Downey, CA 90242
Telephone: 562-940-2728
Facsimile: 562-658-2307
E-Mail Address: Latasha.Howard@probation.lacounty.gov

COUNTY'S PROGRAM MANAGER:

Name: Grace Reyes
Title: Department Finance Manager
Address: 9150 East Imperial Highway
Downey, CA 90242
Telephone: 562-940-2614
Facsimile: 562-940-2459
E-Mail Address: Grace.Reyes@probation.lacounty.gov

COUNTY'S CONTRACT ANALYST:

Name: Neonika Walker
Title: Contract Analyst
Address: 9150 East Imperial Highway, Room D-29
Downey, CA 90242
Telephone: 562-658-4319
Facsimile: 562-658-2307
E-Mail Address: Neonika.Walker@probation.lacounty.gov

COUNTY'S CONTRACT MONITOR:

Name: Sandra Torres
Title: Supervising Program Analyst
Address: 7639 South Painter Avenue
Whittier, CA 90602
Telephone: 562-907-3004
Facsimile: 562-464-2831
E-Mail Address: Sandra.Torres@probation.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

CONTRACT NO: _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: Ginger Gonzalez
Title: IV-E Compliance & Training Associate
Address: 3907 Park Drive, Suite 210
El Dorado Hills, CA 95762
Telephone: 972-406-3735
Facsimile _____
E-Mail Address: GGonzalez@jbi-ltd.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Alexander Brewer
Title: Executive Vice President
Address: 3907 Park Drive, Suite 210
El Dorado Hills, CA 95762
Telephone: 916-400-0880 ext. 2
Facsimile _____
E-Mail Address: ABrewer@jbi-ltd.com

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:

Name: C. Robin Liu
Title: Chief Operating Officer
Address: 1711 E. Beltline Rd.
Coppell, TX 75019
Telephone: 972-406-3722
Facsimile 972-406-3770
E-Mail Address: RLiu@jbi-ltd.com

EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER

I understand that Justice Benefits Inc is my sole employer for purposes of this employment.

I rely exclusively upon Justice Benefits Inc for payment of salary and any and all other benefits payable to me on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer Justice Benefits Inc and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

SIGNATURE: 

DATE: 4/15/16

NAME: C. Robin Liu
Print

Original must be signed by each employee by first day of employment and must be retained by Contractor(s)

Copy must be forwarded by Contractor(s) to County Worker's Compensation Division with the Los Angeles County Department of Human Resources, Workers' Compensation Division, Claims Section, 3333 Wilshire Boulevard, Los Angeles, California 90010, within five (5) business days.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTCONTRACTOR NAME Justice Benefits Inc Contract No. _____**GENERAL INFORMATION**

The Contractor referenced above has entered into a Contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent Contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: 4, 11, 16

PRINTED NAME: _____

C. Robin Liu

POSITION: _____

Chief Operating Officer

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a Contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced Contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced Contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular contractor; or
 - 3. A purchase made through a State or Federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees shall deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

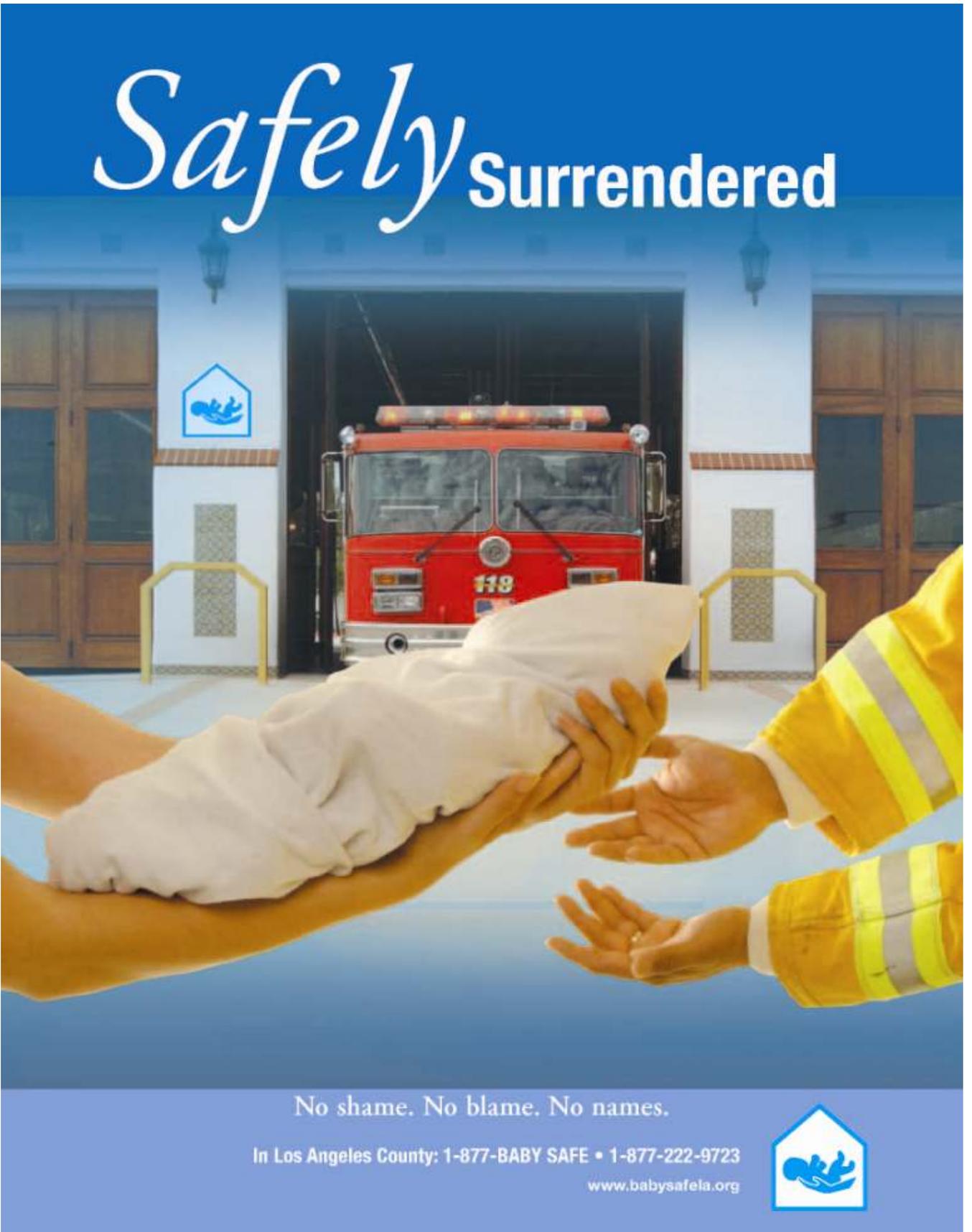
“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBITS J THROUGH O

INTENTIONALLY OMITTED



COUNTY OF LOS ANGELES
 PROBATION DEPARTMENT - PERSONNEL SERVICES OFFICE
BACKGROUND REQUEST FORM
 (Fax 562- 803-0753)



Exhibit P

Requesting Agency: _____

Agency Address: _____

City and Zip Code: _____

Agency Contact Person: _____

Telephone No.: _____

Fax No.: _____

LEAD AGENCY (if different) _____

Completed by Requesting Agency			Completed by Central Processing Unit	
Applicant's Name	Applicant's Position	Available Dates & Times	Appointment Date	Appointment Time
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Instructions to Applicants:

1. Prior to the background interview you will complete the application in black ink.
2. Please bring valid photo identification. (Example: CA Driver's License, CA Identification Card).

CONTRACT BACKGROUND APPLICATION

BTS# _____

CONTRACTOR NAME _____

POSITION _____

1. LAST NAME	FIRST NAME	MIDDLE NAME	2. Social Security Number
3. RESIDENCE – Street and Number		City and Zip Code	
4. Since (date)	5. Email Address	6. Telephone	
7. Date Residence Established in California and L.A. County			8. BIRTHDATE
9. DRIVER'S LICENSE (OPERATORS OR CHAUFFEURS LICENSE SERIAL NUMBER)		10. Expiration Date	

11. Have you, as a juvenile or adult, ever been convicted, fined, imprisoned, arrested, or placed on probation or a suspended sentence, or have you forfeited bail in connection with any offense (misdemeanor or felony) in any criminal, civil or military court of law on or after your 15 th birthday? (Include any current investigations or pending charges).	yes _____	No _____
12. Do you have any felony convictions within the past ten (10) years?	Yes _____	No _____
13. Have you been convicted for use/possession or admitted to use /possession of any controlled substance within the past five (5) years?	Yes _____	No _____
14. Do you have any convictions with elements of violence (assault, battery, mayhem, etc.) within the past five (5) years?	Yes _____	No _____
15. Do you have any convictions relating to the use of weapons?	Yes _____	No _____
16. Do you have any convictions or admissions for theft?	Yes _____	No _____
17. Do you have any convictions or admissions for falsification of public records, including employment records?	Yes _____	No _____
18. Have you ever been convicted for crimes against property within the past two (2) years?	Yes _____	No _____
19. Have you ever been convicted for any sex crimes?	Yes _____	No _____
20. Have you ever been convicted for crimes against children?	Yes _____	No _____
21. Are you presently on probation, formal or informal, or diversion? (Must be off probation at least one [1] year prior to completion of application)	Yes _____	No _____
22. Do you have more than five (5) vehicle code citations/moving violations, convictions, or at fault accidents within the past five (5) years?	Yes _____	No _____
23. Have you ever been convicted of Driving Under the Influence (DUI)? (No more than one [1] in the past five [5] years?)	Yes _____	No _____
24. Do you have any outstanding failures to appear?	Yes _____	No _____
25. Have you been convicted for any hit and run accidents within the past five (5) years?	Yes _____	No _____

If "Yes," give the following information for each offense: If additional space is needed, please attach a separate page.

Age at Time of Action	Date	Police Department or Court	Charge	Disposition

26. Have you ever been convicted of a crime under a different name? If so, please list

27. Have you ever been discharged or asked to resign? If yes, include employer name, address, contact number and date of occurrence.

28. ALL STATEMENTS MADE HEREIN BY ME ARE TRUE TO THE BEST OF MY KNOWLEDGE. FAILURE TO DISCLOSE OR FALSIFY ANY INFORMATION MAY RESULT IN DISQUALIFICATION.

Signature of Applicant _____
Date

29. Check the work function that best describes the type of work you will perform.

Work Function #1

Care, Oversight, or Protection of Persons Through Direct Contact with Such Persons (e.g., Physician, Nurse, Clinical Social Worker, etc.).

Work Function #2

Direct or Indirect Access to Funds or Negotiable Instruments (e.g., Assistant Deputy Director, Finance Manager, Cashier, etc.).

Work Function #3

Requirement of State and/or Professional Licensing (e.g., Registered Nurse, Physician, Optometrist, Pharmacist, Physical Therapist, etc.).

Work Function #4

Public Safety or Law Enforcement (e.g., Environmental Health Specialist, Public Health Investigator, etc.).

Work Function #5

Access to or Charge for Drugs or Narcotics (e.g., Pharmacist Tech, Pharmacy Helper, Physician, Registered Nurse, Clinical Pharmacist, etc.).

Work Function #6

Access to Confidential or Classified Information, Including Criminal Conviction Information (e.g., Personnel Officer, Systems Analyst, Patient Resources Worker, Eligibility Worker, etc.).

Work Function #7

Charge of or Access to County, Public or Private Property (e.g., Warehouse Worker, Custodian, Materials Manager, Facilities Manager, etc.).

REVIEWED BY -

SIGNATURE

TITLE

DEPARTMENT

DATE

PLEASE TYPEWRITE OR PRINT IN BLACK INK

L: BdgtForms\Contract Emp Info.doc

Revised 7/2009

Title 5 PERSONNEL
Chapter 5.09.010 through 5.09.030
SEXUAL HARASSMENT POLICY

Chapter 5.09 SEXUAL HARASSMENT POLICY

[5.09.010 Sexual harassment prohibited.](#)

[5.09.020 Sexual harassment defined.](#)

[5.09.030 Responsibilities of county personnel.](#)

5.09.010 Sexual harassment prohibited.

Sexual harassment is a form of unlawful sex discrimination, which is a violation of Title VII of the Civil Rights Act of 1964, as amended, and Chapter 6 of the California Fair Employment and Housing Act. It is the policy of the county of Los Angeles that sexual harassment is unacceptable and will not be tolerated. It is improper and against this policy for a county officer or employee to ask for or receive sexual favors from another county employee or prospective employee in return for or as a condition of county employment, promotion, job retention, a particular job or duty assignment, or any other action relating to county employment. It shall be the policy of the county of Los Angeles to:

- A. Dissuade such practices through communication, training and other appropriate methods that will sensitize employees and all persons involved with the county work force concerning sexual harassment issues;
- B. Investigate all observed or reported instances of sexual harassment, and take appropriate corrective action, including disciplinary action, when warranted;
- C. Provide an internal complaint process for employees who experience or witness a violation of the sexual harassment policy which will protect employee confidentiality to the extent legally permissible, shield the individual from retaliation, and allow for appropriate corrective action. (Ord. 94-0074 § 2 (part), 1994.)

5.09.020 Sexual harassment defined.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and/or other verbal or physical conduct of a sexual nature when:

- A. Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or
- B. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
- C. Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment. (Ord. 94-0074 § 2 (part), 1994.)

Title 5 PERSONNEL
Chapter 5.09.010 through 5.09.030
SEXUAL HARASSMENT POLICY

5.09.030 Responsibilities of county personnel.

- A. County employees: All county employees are responsible for assuring that sexual harassment does not occur in the Los Angeles County work environment.

Any employee who believes that she or he has been the object of or has been affected by sexual harassment in county work situations, or who is aware of an occurrence of sexual harassment, should report any such action or incidents to his or her supervisors, department head, departmental affirmative action coordinator or the county's affirmative action compliance officer so that the matter can be promptly investigated and appropriate corrective action considered.

- B. Department heads: Each department head shall be responsible for promoting a work environment free from sexual harassment in his or her department. Each department head shall personally acknowledge his or her commitment to the county's sexual harassment policy by assuring that:

1. The county's sexual harassment policy is disseminated to every employee in the department;
2. All managers and supervisory personnel are held accountable for complying with the county's sexual harassment policy; and
3. A process for promptly responding to and resolving sexual harassment complaints within the department is in place and is communicated to all employees.

- C. Managers and supervisory personnel: Managers and supervisory personnel are responsible for the prevention and correction of sexual harassment occurrences in their areas of responsibility. Managers and supervisory personnel at all levels are responsible for:

1. Ensuring that all employees in their areas of responsibility are aware of the county's sexual harassment policy;
2. Ensuring that all personnel decisions are made in accordance with this policy; and
3. Implementing and/or recommending immediate and appropriate corrective action when warranted.

- D. Office of Affirmative Action Compliance (OAAC): The OAAC is responsible for the following:

Title 5 PERSONNEL
Chapter 5.09.010 through 5.09.030
SEXUAL HARASSMENT POLICY

1. Educating managers, supervisors and employees, and informing them of their rights and responsibilities under the county's sexual harassment policy;
2. Developing processes for conducting investigations of alleged violations and advising management on corrective actions when such actions appear to be warranted;
3. Investigating employee complaints of sexual harassment when filed with the OAAC;
4. Responding to charges of sexual harassment filed by county employees with State and Federal enforcement agencies; and
5. Investigating, at the request of a department head, employee complaints of sexual harassment or complaints of other types of employment discrimination, harassment or related misconduct prohibited by Federal or State law, or County ordinance, policy, or departmental regulation. (Ord. 2003-0040 § 1, 2003: Ord. 94-0074 § 2 (part), 1994

SEXUAL HARASSMENT/DISCRIMINATION/RETALIATION
PROHIBITED FORM

A copy of this completed document must be forwarded to the Los Angeles County Probation Department Contract Manager within five (5) business days of start of employment. All staff assigned/working under the Contract must complete a Sexual Harassment/Discrimination/Retaliation Prohibited form. Please forward a copy as follows:

Los Angeles County Probation Department
Attn: Contracts & Grants Management Division
9150 E. Imperial Hwy., Rm. C-29
Downey, CA 90242

Sexual harassment is a form of unlawful sex discrimination, which is a violation of Title VII of the Civil Rights Act of 1964, as amended, and Chapter 6 of the California Fair Employment and Housing Act. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and/or other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment

The County of Los Angeles has a policy that sexual harassment is unacceptable and will not be tolerated. In addition, the County of Los Angeles has a policy that individuals should be educated and informed of their rights and responsibilities. Based upon the existence of a Contract, all Contractors' employees assigned under the Contract shall receive sexual harassment training and be familiar with policies and reporting procedures. Such training shall be provided by the Contractor and shall include the following at a minimum:

1. Definition of Sexual Harassment
2. Definition of Discrimination
3. Definition of Retaliation
4. Their Rights
5. Their Responsibilities
6. Procedure for Reporting Discrimination/Harassment/Retaliation with the Contractor
7. Procedure for Filing a Complaint of Discrimination/Harassment/Retaliation with the Contractor

I have read and understand that as an employee of JBI, LTD assigned under the Contract that I must receive the above referenced training. I C. Robin Liu hereby confirm that I have received such training and information on January 22, 2016.

NAME (PRINT): <u>C Robin Liu</u>	
POSITION: <u>COO</u>	
SIGNATURE: <u>[Signature]</u>	DATE: <u>1/28/16</u>

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular contractor;
 - 3. A purchase made through a State or Federal contract;
 - 4. A contract where State or Federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name: JBI, Ltd, a Texas limited partnership, By: Justice Benefits Inc, a Texas Corporation, Its: Corporate General Partner		
Company Address: 1711 E. Bellline Rd.		
City: Coppell	State: TX	Zip Code: 75019
Telephone Number: 972-406-3722	Email address: rliu@jbi-ltd.com	
Solicitation/Contract For: Implementation of Title IV-E Time Keeping System		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND

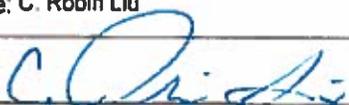
To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: C. Robln Liu	Title: Chief Operating Officer
Signature: 	Date: 4/11/16

Date: 4/11/16

CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of Justice Benefits Inc., during the legitimate course of your duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in documents against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any Justice Benefits Inc. employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

C. Robin Liu
(Signature)

C. Robin Liu
Name (Print)

C.O.O.
Classification

4/16/15
Date

Copy to be forwarded to County Program Manager within five (5) business days of start of employment.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Exhibit U

Page 1 of 3

This Performance Requirements Summary (PRS) Chart lists the required services which will be monitored by County during the term of this Contract; the required standard of performance; the maximum deviation from the Acceptable Quality Level Standards (AQLS) which can occur before damages can be assessed; the method of County surveillance; and the liquidated damages for not meeting the AQLS.

Quality Assurance

On an on-going basis, Contractor performance will be compared to the contract standards.

The Probation Department may use a variety of inspection methods to evaluate Contractor's performance. The methods of surveillance, which may be used include, but are not limited to, the following:

- User and/or Staff Complaints
- Random Inspections
- Random and/or Judgmental Samplings
- Information from Contractor Reports

Criteria for Acceptance and Unacceptable Performance

Performance of a required service is considered acceptable when it meets the AQLS as set forth in Exhibit U. When the performance does not meet this standard, Contractor will be notified promptly of any performance variances identified.

When an instance of unacceptable performance comes to the attention of Probation personnel, a Contract Discrepancy Report (CDR) may be completed and forwarded to the County's Program Manager. The complaint will be investigated, if necessary, and may be brought to the attention of Contractor.

Contractor shall be required to explain, in writing, within ten (10) business days of date of notice when performance was unacceptable, how performance will be returned to acceptable levels, and how recurrence of the problem will be prevented. Contractor will pay County for liquidated damages as provided herein.

The assessment of monetary damages against Contractor for unacceptable services shall be calculated as shown on the Performance Requirements Summary (PRS) Chart below.

Liquidated Damages

Periodically, Contractor's performance will be evaluated comparing service (as stated in the Performance Work Statement) with the AQLS, using the method of surveillance. If Contractor's performance falls below the AQLS, liquidated damages shall be paid by Contractor as set forth below in the Performance Requirements Summary (PRS) Chart.

Contractor will be notified promptly of any performance variance identified.

Corrective Action

Contractor shall be required to immediately correct those activities found by the Probation Department to be unacceptably performed at no additional cost to County.

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PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICES	STANDARD	MAXIMUM ALLOWED DEVIATION (AQLS)	METHOD OF SURVEILLANCE	LIQUIDATED DAMAGES FOR EXCEEDING THE AQLS
Overall compliance with Section 1.0 (Scope of Work) of Exhibit A (Statement of Work)	100% adherence to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings	Up to \$100 per occurrence
Overall compliance with Section 2.0 (Specific Tasks) of Exhibit A (Statement of Work)	100% adherence to County requirements	0%	- Random Inspections - Random Samplings - Information from Contractor Reports	\$100 per day until rectified
Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of the Contract are met pursuant to Section 3.0 (Quality Control Plan) of Exhibit A (Statement of Work)	100% adherence to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings	Up to \$100 per occurrence
Personnel assigned to provide service under this contract shall be fingerprinted prior to employment pursuant to Subparagraph 7.4.1 of the Contract	100% adherence to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings	Up to \$100 per occurrence
No Contractor personnel shall have a criminal conviction unless such record has been fully disclosed previously pursuant to Subparagraph 7.4.2 of the Contract	100% adherence to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings	Up to \$100 per occurrence
Contractor shall reimburse County for record check pursuant to Subparagraph 7.4.6 of the Contract	100% adherence to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings	Up to \$100 per occurrence
Contractor in compliance with Standard Terms and Conditions as referenced in Section 8.0 (Standard Terms and Conditions) of the Contract	100% adherence to County requirements	0%	- Random Inspections - Random Samplings - Information from Contractor Reports	\$100 per day until rectified

RMS IMPLEMENTATION

JBI has developed a versatile Web Based RMS time study that is currently used in multiple states for Title IV-E Administrative Claiming and has been approved by the California DSS. JBI will assist the county by implementing our Web Based RMS to accurately capture the juvenile department's time.

The RMS is a technique for scientifically determining the amount of effort spent by a group of employees on various activities. A RMS study consists of a number of individual observations of employee activities taken at random intervals. The RMS produces a random selection of observations for the population during the reporting period. The sampling frame is constructed to provide each participant in the pool an equal chance to be included in each sample observation. The sampling occurs with replacement, so as the participant and moment is selected, each is returned to the potential sampling universe. Each participant has the same chance as any other participant to be selected for each observation.

JBI's Web Based RMS is capable of running various reports based off the RMS results. JBI uses these reports to determine if any one individual needs additional training, or if certain codes are getting used more than others. With the web based system JBI is also able to have instant control over the accuracy of the time study. The web based system allows JBI to immediately provide a quality assurance process on the activities submitted by the participants. If JBI has a question about the accuracy of the observation moment, we simply e-mail back the participant for clarification.

Because JBI has a web based RMS already in place, the time frame for getting the web based system up and running for the county will be approximately two months. The two months will allow for training of staff on the time study and any JBI data entry necessary to operate the web system. The time study participants have commented that JBI's system is "user friendly". Our goal is to reduce the workload of county staff.

JBI email addresses will need to put on the county safe list and the JBIRMS and JBITIMECERT websites will both need to be accessible by county staff. JBI will work with your county IT Department to ensure no delays once the RMS starts. If the county has a Probation Intranet it is recommended a link to the JBIRMS and JBITIMECERT be added.

Prior to the RMS startup JBI will review current time study staff compared to the entire department. Once the staff are confirmed to time study the county will provide name and e-mail address to JBI. Once JBI receives this information JBI will designate staff as observers, observer/participant or participant.

Time Study Roles:

Participant – receives and responds to random moments. Participants are usually individuals who carry a case load of potentially reimbursable youth or staff who conduct other types of reimbursable activities.

Observer – supervises time study participants in the time study. Observers are usually administrative staff who directly supervise individuals and/or units that participate in the time study.

Observer/Participant – completes participant and observer roles

Profile Setup:

- a. JBI will generate profiles for observers and observer/participants.
 - i. Email is generated and sent to county staff
- b. County observers will receive an email and be prompted to log in to system and setup an account. Detailed instructions/manual are provided to the staff.
 - i. Complete Contact Information
 - ii. Create Username and Password
 - iii. Choose Security Question/Answer
- c. JBI approves or disapproves the observer profiles
- d. After the observers complete profiles participant profiles will be generated
 - i. Email is generated and sent to county staff
- e. County participants will receive an email and be prompted to log in to system and setup an account. Detailed instructions/manual are provided to the staff.
 - i. Complete Contact Information
 - ii. Create Username and Password
 - iii. Choose a Security Question/Answer
 - iv. Select a Time Study Observer
 - v. Input work schedule
- f. County observers will approve participant's profiles.
 - i. County observer will receive an email prompting them to complete the process
- g. Once all profiles are setup the study can be generated

*Please note profiles setups can be done during initial training.

Account Setup and Time Codes (Pin Codes)

- a. Account Setup
 - i. JBI conducts a Q&A session with county staff covering:
 1. Case ID and pattern
 2. Job Titles

3. Job Numbers, if applicable
 4. Locations
 5. Staff Schedules
 6. Federal programs
- b. Time Codes
- i. JBI will review current time codes being utilized
 - ii. JBI will make time code recommendations
 - iii. JBI and County will discuss time code recommendations
 - iv. Time Code definitions will be finalized
 - v. All staff interacting with the RMS will be training on the RMS and Time codes
 1. JBI will train county participants on RMS
 - a. How to use RMS
 - i. Profile
 - ii. Work hours
 - b. How to answer moments

Answering a moment is a very quick and easy process.

Step 1: Was the activity client related? Yes or No; Step 2: Choose a type; Step 3: Select a code

- If yes, you will only see codes that are client related
- If no, you will see non-client related codes

This tier down process allows the participants to only view codes that they would use not all the codes; Step 4: Enter brief comment and Step5: Sign and submit moment.

The screenshot displays the JBI (Justice Benefits, Inc.) RMS interface. The header includes the JBI logo, contact information (1-800-545-6490), and a copyright notice (© 2011 All rights reserved). Navigation links for 'Log Out', 'Home', 'Staff Over', and 'Go Back to Activity Selection' are visible. The main content area shows the user 'Christi Ware' with details: Location: Central Office, Date/Time: 6/14/2012 @ 10:13:00 AM, and Department: Juvenile Probation Department. A question asks 'Was this activity client related?' with radio buttons for 'YES' and 'NO'. Below this, the 'Case ID' is 20121234 and the selected activity is '06 - Monthly Group Home Visit'. A 'Comments' section contains the text 'Visiting minor at group home.'. A disclaimer states: 'By typing your name and clicking "Submit", you affirm that you are the actual participant, that you have been trained on time study codes, and that you have participated to the best of your ability.' The 'Form Completed By' field is filled with 'Christi Ware' and a blue 'SUBMIT' button is at the bottom.

- c. Time Code Definitions
 - d. RMS Quality Assurance
 - e. Case Plan Tracking
 - f. Email Alerts
 - g. Forgotten Login
 - h. Starting a new time study
 - i. Documents
2. JBI will train county observers on RMS
 - a. How to use RMS
 - b. Observer Responsibilities
 - c. Quality Control Moments
 - d. Proxy Moments
 - e. Approving Profiles
 - f. Email alerts
 - g. Reports
 - h. Documents
 - i. Case Plan Tracking
 3. JBI will train county account administrators on RMS
 - a. Reports
 4. Time Code Training
 - a. Reasonable Candidate Time Codes
 - b. Other Time Codes
 - c. Foster Care and Extended Foster Care Time Codes
 - d. Waiver Time Codes
 - e. Non-Person Related Time Codes

Once the RMS training is complete and all profiles have been completed and approved JBI will generate the study and the county will start to receive moments. Observation moments are received through email. Once the email is received the participant will log on to the system and go through an easy five step process to complete the moment (outlined above). The participant will choose a code, write a comment and submit the moment. All original observation moments must be filled out within 72 hours from the time of the moment excluding weekends and holidays. After the participant complete the moment JBI will complete a two – step review of the moment. If JBI has a question about the accuracy of the observation moment, we simply e-mail back the participant for clarification.

The county observers will also be required to conduct a quality assurance on a sample of moments. Per the Division of Cost Allocation, there will be an additional 10% quality assurance process on all time codes. When the JBI RMS system generates the quarterly RMS moments, it will note on 10% of the sample moments which ones will need to be part of the 10% QA process.

The observer will receive an email stating that they have a Quality Control moment. The observer will then log into the system and see a transaction history of moments that have

occurred thus far that the observer has not signed off on. The observer can click on each transaction to pull up the detail screen which will provide the details of the selected moment. The observer will attest to the validity of the moment by clicking an “agree” or “disagree” button and provide his or her electronic signature.

Once the observer signs off on a moment, the moment will disappear from the transaction history log. If the observer disagrees with the moment, the observer will note why in the comments box and click submit. An automated email will be sent to the participant letting them know their observer disagreed with the moment and they need to complete the moment again.

TRAINING

The IV-E program is very detailed and it is important to stay on top of all policies. To assist with this, JBI provides training prior to each time study. Once IV-E has been implemented, JBI will still be available for refresher training or training new staff as needed.

County staff can reach our Juvenile Programs staff at any time with a toll free telephone number. We want to ensure that county staff is not burdened by additional paperwork throughout this process.

JBI's Juvenile Programs staff will train on the following:

- Candidate for foster care
 - IV-E compliant case plans
 - JBI's web-based random moment time study
 - IV-E Compliance
- a. Candidate for foster care/case plan training

JBI utilizes the candidate for foster care guideline per the Child Welfare Policy Manual 8.1D, as well as all CFL and ACL regarding candidacy with all of our juvenile departments. JBI ensures that each of our clients use the most accurate case plan in order to fully document for candidacy. We meet with each client to review such documentation before any claims have been filed. JBI will review the case plan currently being utilized and provide recommendations if needed.

JBI will train all appropriate staff on completing a case plan and documenting candidacy as it relates to Title IV-E. It is critical that the staff understand how to thoroughly document case plans and set goals which are specific and measurable for the child and family. The progress or lack of progress helps to provide the basis proving candidacy of the child. All participants are provided a training manual that includes how to document candidates for foster care, the appropriate tools necessary for verification of candidacy, and various samples of completed case plans.

To ensure there are no errors, JBI has a specific training on the topic "Candidates for Foster Care" that we provide to all our juvenile department clients. The detailed training covers which delinquent youth are considered a candidate for foster care, the method of documenting candidacy and the frequency the federal government requires this documentation. The training will also discuss the Evaluation of Imminent Risk if the department utilizes the state published document.

b. RMS Training

Initial RMS Training outlined under the RMS Implementation section above.

As new employees are hired, or as JBI determines it is needed or the county requests, additional routine training is provided. JBI feels that ongoing training is pertinent to keeping the participant up to date on any coding changes or time study issues.

JBI continually strives to improve the RMS and will conduct trainings to ensure participants and supervisors understand any updates to the system. JBI provides onsite training and conducts webinars as needed. JBI recognizes that each department has different needs. Our versatile RMS allows us to easily customize the RMS to meet the structure of each department. The JBI Web Based RMS allows county staff to receive time study results for days, weeks, and months, quarters or annually.

c. IV-E Compliance

JBI will be onsite continuously reviewing case plans and conducting reviews. Once the reviews are completed JBI will provide county staff with specific training regarding areas of improvement and new processes, if applicable.

Webinars

In addition to on-site trainings, JBI offers webinars to provide updates regarding policies and procedures with IV-E claiming. This is a unique service which has proved beneficial for staff that may be spread out in different buildings or in different areas of the county. The JBI webinars are at no additional cost to our clients.

A webinar is used to conduct live meetings or presentations via the internet. In a webinar, each participant sits at his or her own computer and is connected to other participants via the internet. The attendees will simply enter a website address to enter the webinar.

Trainings are conducted on an ongoing as needed basis.

All staff will initially receive RMS, Case Plan and Candidacy Training. When new staff are added JBI will provide the same training to them. If county staff feel that they need one on one training JBI will provide the training as needed. At a minimum of annually onsite refresher trainings will be conducted.

Compliance Trainings can pinpoint specific individuals or groups and are conducted on a quarterly basis.

AUDITING

JBI has developed a detailed auditing procedure for our IV-E clients. It is crucial to have a system of checks and balances in place with IV-E Administrative Claiming. JBI staff will use four different tools to ensure proper claiming and record retention while onsite with the county. These include the Random Moment audit, Probation File audit, Placement File audit and a detailed Financial audit. Prior to JBI coming onsite for an audit, JBI will request that the county have specific case files and financial documents ready for review. Listed below are some of the specifics JBI will review when conducting these audits.

1) Random Moment audit.

The time study monitoring tool is used to audit the actual RMS time study moments. At the end of the quarter or continuously JBI will review all reasonable candidate moments. In order for the moment to be in compliance and accepted in the study it must pass all parts of the audit. This process ensures the claims being submitted for payment contain accurate information. Auditing RMS time study moments also provides additional training and insight for our clients. JBI reviews all types of moments to ensure that each type of moment is being coded accurately. JBI will select populations of unallowable codes to test them for the potential of being allowable. JBI will review cases for retro candidacy and possible candidate or foster care coding.

At the end of an audit, JBI provides a written report and informs our clients of inaccuracies in hopes the same errors will not continue in future time studies.

The time study monitoring tool reflects the following information:

- Sample date- the date participant receives the moment
- Sample time- the actual time the participant will record his activity
- Participant name- tracks which participant's moment you are auditing
- Child's ID #- a record is kept of the child's information for the auditor to review case files and case notes
- Description of Activity- exactly what the participant listed as the activity they were participating in
- Code selected- the actual code the participant selected
- Code is correct for activity described- used to verify if what the participant listed as the activity they were participating in matches the code the participant selected
- Supporting documentation supports moment

2) Probation File audit.

This tool checks the case plans and verifies case file documentation. JBI verifies that the case plan is filled out correctly, what services are being provided and that all required documentation is in the case file. JBI reviews the following in this audit.

- Birth certificate is in the file.
- Social Security is in the file.
- Verifies detailed case notes are in the file.
- Does the case plan have the required fields per the Social Security Act.
- Method of determining candidacy is verified.
- Ensure candidacy is updated every six months.
- Verifies the goals in the case plan are specific and measurable.
- Case plan signed by all appropriate parties.
- Case notes

3) Financial audit.

This audit reviews the quarterly financial data that is used for reimbursement in the IV-E claim. The detailed audit reviews what is currently being claimed as well as all other funds related to the department. This process ensures that all allowable reimbursable costs are being claimed. Each year JBI will come onsite and pull a sample of transactions from the supplied data. JBI will then verify the expenditures by reviewing receipts, expense reports, etc.

Once an audit has been completed, JBI will provide the county with our written recommendations and a corrective action plan, if needed. This allows the county supervisors to see any needed changes and allows JBI to work with County staff on our recommended action plan.

After audits are completed training will be conducted for staff in need of refreshers based on findings.

4. Timeline/Measuring Outcomes

Once the contract is completed JBI will initially conduct kick-off meetings immediately.

Week 1 – 2 of engagement

- a. Introduction Meeting
 - a. Determine timelines
 - b. Develop process
- b. Financial Meeting to discuss prior claims to complete the retroactive review
- c. Operation Meeting
 - a. Review time study list
 - i. Observers
 - ii. Participants
 - b. Account specific items
 - c. Demo RMS
 - d. Discuss time codes

Week 3 – 4 of engagement

- a. Training
 - o RMS
 - o Case Plan
 - o Candidacy
- b. JBI reviewing retroactive claims

RMS starts

- a. 800 number is available
- b. Onsite assistance
- c. Reviewing moments
- d. Analyzing time codes

Quarter closes

- a. Case file audits completed
- b. Follow up training

REPORTING

The Web Based system is capable of running various reports based off the RMS results. JBI uses these reports to determine if any one individual needs additional training, or if certain codes are getting used more than others.

With our RMS, the county will be able to access various RMS reports to help monitor time study results. For example, this chart graphs the last 4 quarters of time study results. This allows the county to quickly analyze the time study and make future predictions regarding budgets, claiming and trainings.



Another reporting feature, the Moment Report, can be run for a quarter or specified time frame. It highlights which codes have been used and the moments that have been missed. The color breakdown shows reimbursable codes, non-reimbursable codes and missed moments.

PARTICIPANT	SECTION 1	SECTION 2	TOTAL
John Doe	01 - Non-Client Related	07 - Probation Only	4
		10 - General Administration	1
		12 - Lunch	4
	02 - Client Related	02 - Court Related Activity-Foster Care	3
		025 - Non-Minor Dependent Eligibility	1
		03 - Preventative Services Case Management	2
		04 - Case Management-Foster Care	1
		06 - Monthly Group Home Visit	4
		07 - Probation Only	10
	TOTAL:		
Jane Doe	01 - Non-Client Related	10 - General Administration	1
		12 - Lunch	3
		13 - Non-Allocable	11
	02 - Client Related	02 - Preventative Services-Court Related Activity	3
		03 - Preventative Services Case Management	4
		07 - Probation Only	8
TOTAL:			30
Christi Ware	01 - Non-Client Related	10 - General Administration	8
		14 - Leave without Pay	2
		20 - Missed Observation	2
	02 - Client Related	02 - Preventative Services-Court Related Activity	2
		03 - Preventative Services Case Management	1
		07 - Probation Only	17
TOTAL:			32
Callie Barcus	01 - Non-Client Related	13 - Non-Allocable	6
	02 - Client Related	07 - Probation Only	33
TOTAL:			39
Jessica Patterson	01 - Non-Client Related	10 - General Administration	1
		13 - Non-Allocable	6
		14 - Leave without Pay	4
	02 - Client Related	02 - Preventative Services-Court Related Activity	2
		03 - Preventative Services Case Management	3
		07 - Probation Only	11
TOTAL:			27

Account Moment Report – this option allows you to view and print random moments for specific participants, time periods, codes and numerous other combinations.

Account Moment Reports allow for the observer to filter data based on:

- A particular study
- Date ranges
- An individual participant
- A certain department
- A specific code
- A specific case ID

FILTERS

Study:

Date Range: TO

Participant:

My Participants: As Primary Observer As Backup Observer

Department:

Sec 1:

Sec 2:

Sec 3:

Case ID:

Max Lines Per Page: This is for the Printer

Show Department

Show Comment

Show Case ID

Show Candidate Date of Birth

Show Case Plan Sign Date

Show SEC 3 Details

Show Location

An observer may also indicate the data they wish to be displayed on the report such as:

- Department
- Participant Comments
- Case ID
- Candidate Date of Birth
- Case Plan Sign Date
- Section 2 Details
- Site Location

The RMS is able to capture many forms and data. Once the county reviews the system JBI will build reports and train staff on accessing reports as needed.

SOLE SOURCE CHECKLIST

Check (✓)	<p align="center">JUSTIFICATION FOR SOLE SOURCE CONTRACTS</p> <p align="center">Identify applicable justification and provide documentation for each checked item.</p>
	<p>➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. Monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i></p>
	<p>➤ Compliance with applicable statutory and/or regulatory provisions.</p>
<p align="center">✓</p>	<p>➤ Compliance with State and/or federal programmatic requirements.</p> <p>The Department of Health and Human Services, Federal Administration for Children and Families - Children’s Bureau Regional Office conducted a review to determine how California Probation Departments identify a candidate for foster care, determines and documents eligibility, and makes claims for Title IV-E Program reimbursement. The review identified significant systematic concerns regarding Title IV-E administrative claims related to candidates for foster on cases that are under the jurisdiction of Probation Departments. It was also noted that while there are instructions as to how claim cost associated with this populations of youth, there are no policies or procedures in place at the state and local level to guide the practice of distinguishing between those cases that may meet the candidates for foster care criteria and other in-home cases. As a result, Probation Departments were claiming activities associated with all in-home cases to the Title IV-E Program and this is not permissible.</p> <p>As a result of the findings the California Department of Social Services (CDSS) has implemented changes to the Title IV-E Program. The Probation Department met with Justice Benefits, Inc. (JBI) since they are the only Title IV –E Web-Based Random Moment Time Keeping System that has been recognized by CDSS as an approved method for the documentation of time and submission of claims for the program. JBI will provide onsite and/or web-based training for Probation staff on how to accurately complete Title IV-E time study and how to comply with CDSS documentation requirements. JBI will also train Probation staff on completing the new case plan “Evaluation of Imminent Risk and Reasonable Candidacy” as required by CDSS in <i>All County Letter (ACL) 14-36 Title IV-E foster Care Candidacy Policy and Procedures</i>. Furthermore, JBI will perform quarterly file reviews to verify the accuracy of the comment provided in the time study, ensure the case plan clearly documents the minor is a candidate for foster care, the case plan has not exceeded six months and also review the minor’s entire case file for all required documents and case notes. This will allow the Probation Department to ensure is in compliance with Title IV-E documentation, Federal and State guidelines and maximized funding for the program.</p>
	<p>➤ Services provided by other public or County-related entities.</p>

	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Shel Wilk

Chief Executive Office

5/18/16

Date